

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF NEBRASKA**

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In re:

SPECIALTY RETAIL SHOPS HOLDING CORP., *et al.*,<sup>1</sup>

Debtors.

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)  
) Chapter 11  
)  
) Case No. 19-80064-TLS  
)  
) (Jointly Administered)  
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**AMENDED NOTICE OF  
REJECTION OF CERTAIN UNEXPIRED LEASES**

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**PLEASE TAKE NOTICE** that on January 17, 2019, the United States Bankruptcy Court for the District of Nebraska (the “Court”) entered an order (the “Procedures Order”) in the above-referenced chapter 11 cases of Specialty Retail Shops Holding Corp. and its affiliated debtors (collectively, the “Debtors”), establishing, among other things, procedures (the “Rejection Procedures”) for the rejection of executory contracts (the “Leases”) and unexpired leases (the “Leases”).

**PLEASE TAKE FURTHER NOTICE** that, pursuant to the Procedures Order and by a written notice (the “Original Rejection Notice”), on January 31, 2019, the Debtors provided noticed that they had determined, in the exercise of their business judgment, that each Contract set forth on Exhibit I attached thereto (the “Original Rejected Contract List”) were rejected effective as of the date (the “Rejection Date”) set forth in the Original Rejected Contract List or such other

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<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: Specialty Retail Shops Holding Corp. (0029); Pamida Stores Operating Co., LLC (6157); Pamida Transportation, LLC (4219); Penn-Daniels, LLC (0040); Place’s Associates’ Expansion, LLC (7526); Retained R/E SPE, LLC (6679); Shopko Finance, LLC (1152); Shopko Gift Card Co., LLC (2161); ShopKo Holding Company, LLC (0171); ShopKo Institutional Care Services Co., LLC (7112); ShopKo Optical Manufacturing, LLC (6346); ShopKo Properties, LLC (0865); ShopKo Stores Operating Co., LLC (6109); SVS Trucking, LLC (0592). The location of the Debtors’ service address is: 700 Pilgrim Way, Green Bay, Wisconsin 54304.

date as the Debtors and the counterparty or counterparties to such Contract(s) agree in accordance with the Procedures Order.

**PLEASE TAKE FURTHER NOTICE** that the objection period relating to the Original Rejected Contract List has expired, the Contracts thereto have been rejected pursuant to the Procedures Order.

**PLEASE TAKE FURTHER NOTICE** that Original Rejected Contract List had certain technical errors. A corrected rejected contract list is attached hereto as **Exhibit A** (the “Amended Rejected Contract List”). A comparison of the Amended Rejected Contract List to the Original Rejected Contract List is attached hereto as **Exhibit B**.

**PLEASE TAKE FURTHER NOTICE** that, if a party that has been negatively and materially impacted by the errors in the Original Rejected Contract List seeks to object to the proposed rejection of the applicable Contract, it must file and serve a written objection so that such objection is filed with the Court and is actually received no later than fourteen (14) days after the date that the Debtors served this Amended Rejection Notice by the following parties: (i) the Debtors, Specialty Retail Shops Holding Corp., 700 Pilgrim Way, Green Bay, Wisconsin, 54304, Attn: Russell L. Steinhorst, Chief Executive Officer; (ii) counsel to the Debtors, Kirkland & Ellis LLP, 300 North LaSalle, Chicago, Illinois 60654, Attn: Patrick J. Nash, Jr., P.C., and Travis Bayer, Esq.; Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn: Steven Serajeddini, Esq. (iii) co-counsel to the Debtors, McGrath North Mullin & Kratz, P.C. LLO, 1601 Dodge St., Omaha, Nebraska 68102, Attn: James Niemeier, Esq.; (iv) the Office of the United States Trustee for the District of Nebraska, 111 South 18th Plaza, # 1125 Omaha, Nebraska 68102, Attn: Jerry Jensen, Esq.; (v) counsel to Wells Fargo Bank, N.A., Otterbourg P.C., 230 Park Avenue, New York, New York 10169, Attn: Chad Simon, Esq.; (vi) proposed counsel to the Committee,

Pachulski Stang Ziehl & Jones LLP, 780 Third Avenue, 34<sup>th</sup> Floor, New York, New York 10017, Attn: Robert J. Feinstein and Bradford J. Sandler and Pachulski Stang Ziehl & Jones LLP, 10100 Santa Monica Blvd., 13<sup>th</sup> Floor, Los Angeles, California 90067, Attn: Jeffrey N. Pomerantz; and (vii) proposed co-counsel to the Committee, Goosmann Law Firm, PLC, The Advent Building, Suite 250, Omaha, NE 68118, Attn: Elizabeth M. Lally, Jeana Goosmann, and Joel Carney (collectively, the “Notice Parties”).

**PLEASE TAKE FURTHER NOTICE** that, to the extent a rejection has not already become effective, and absent an objection being timely filed, the rejection of each Contract shall become effective on the Rejection Date set forth in **Exhibit A**, or such other date as the Debtors and the counterparty or counterparties to such Contract(s) agree.<sup>2</sup>

**PLEASE TAKE FURTHER NOTICE** that, if an objection to the rejection of any Contract is timely filed and not withdrawn or resolved, the Debtors shall file a notice for a hearing to consider the objection for the Contract(s) to which such objection relates. If such objection is overruled or withdrawn, such Contract(s) shall be rejected as of the Rejection Date set forth in **Exhibit A** or such other date as the Debtors and the counterparty or counterparties to such Contract(s) agree in accordance with the Procedures Order.

**PLEASE TAKE FURTHER NOTICE** that, pursuant to the terms of the Procedures Order, if the Debtors have deposited monies with a Contract counterparty as a security deposit or other arrangement, the Contract counterparty may not set off or recoup or otherwise use such

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<sup>2</sup> An objection to the rejection of any particular Contract listed in this Rejection Notice shall not constitute an objection to the rejection of any other contract or lease listed in this Rejection Notice. Any objection to the rejection of any particular Contract listed in this Rejection must state with specificity the Contract to which it is directed. For each particular Contract whose rejection is not timely or properly objected to, such rejection will be effective in accordance with this Rejection Notice and the Order.

monies without further order of the Court, unless the Debtors and the counterparty or counterparties to such Contracts otherwise agree in accordance with the Procedures Order.

**PLEASE TAKE FURTHER NOTICE** that, absent timely objection, any personal property of the Debtors that is listed and described in **Exhibit A** shall be deemed abandoned as of the Rejection Date.

**PLEASE TAKE FURTHER NOTICE** that, to the extent you wish to assert a claim(s) with respect to rejection of your Contract(s), you must do so by the later of: (a) the claims bar date established in these chapter 11 cases, if any; (b) 30 days after the Rejection Date; and (c) any date established by further order of the Court. **FAILURE TO ASSERT SUCH CLAIMS ON TIME WILL RESULT IN SUCH CLAIMS BEING FOREVER BARRED.**

*[Remainder of page intentionally left blank]*

Dated: February 28, 2019  
Omaha, Nebraska

/s/ *Lauren R. Goodman*

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**Exhibit A**  
**Amended Rejected Leases**

<b>No.</b>	<b>Counterparty</b>	<b>Debtor Counterparty</b>	<b>Description of Contract<sup>1</sup></b>	<b>Abandoned Property</b>	<b>Rejection Date</b>
1	Theda Care, 225 Memorial Drive Berlin, WI 45293	Shopko Stores Operating Co.	Store No. 214. N2934 Highway 22 Wautoma, WI 54982		1/31/2019
2	Bellin Memorial Hospital, Inc. 744 South Webster Avenue, PO Box 23400 Green Bay WI, 54305- 3400	Shopko Stores Operating Co.	Store No. 509 2820 Roosevelt Rd. Marinette, WI 54143		1/31/2019
3	WG REG Clifton LLC 6712 Columbine Way Plano, TX 75093	Shopko Stores Operating Co.	Store No. 202 927 N Avenue G Clifton, TX 76634		1/31/2019
4	Don Levin Trust 11300 W. Olympic Boulevard Suite 770, Los Angeles, CA 90064	Shopko Stores Operating Co.	Store No. 212 301 Hwy 20 Gordon, NE 69343		1/31/2019
5	SMT Littlefield Partners Limited 8235 Douglas, Suite 815 Dallas, TX 75225	Shopko Stores Operating Co.	Store No. 213 705 W. Marshall Howard Blvd. Littlefield, TX 79339		1/31/2019
6	CGP Canadian, Ltd. c/o Capital Growth Buchalter, Inc. 361 Summit Blvd. Suite 110 Birmingham, AL 35243	Shopko Stores Operating Co.	Store No. 577 308 S. 2nd St. Canadian, TX 76442		1/31/2019
7	Springerville Plaza, LLC 2944 N. 44th Street, Suite 250 Phoenix, AZ 85018	Shopko Stores Operating Co.	Store No. 598 207 South Mountain Ave. Springerville, AZ 85938		1/31/2019
8	Pamida Three, LLC/Paul Schwabe c/o Phoenix Investors 401 E. Kilbourn Ave, Suite 201 Milwaukee, WI 53202	Shopko Stores Operating Co.	Store No. 691 100 Texas Trail Drive Ogallala, NE 69153		1/31/2019

<sup>1</sup> The inclusion of a Lease on this list does not constitute an admission as to the executory or non-executory nature of the Lease, or as to the existence or validity of any claims held by the counterparty or counterparties to such Lease.

**Exhibit B**  
**Redline to Original List**

No.	Counterparty	Debtor Counterparty	Description of Contract <sup>1</sup>	Abandoned Property	Rejection Date
1	Theda Care, 225 Memorial Drive Berlin, WI 45293	Shopko Stores Operating Co.	Store No. 214. N2934 Highway 22 Wautoma, WI 54982		1/31/2019
2	Bellin Memorial Hospital, Inc. 744 South Webster Avenue, PO Box 23400 Green Bay WI, 54305- 3400	Shopko Stores Operating Co.	Store No. 509 2820 Roosevelt Rd. Marinette, WI 54143		1/31/2019
3	WG REG Clifton LLC 6712 Columbine Way Plano, TX 75093	Shopko Stores Operating Co.	Store No. 202 927 N Avenue G Clifton, TX 76634		1/31/2019
4	Don Levin Trust 11300 W. Olympic Boulevard Suite 770, Los Angeles, CA 90064	Shopko Stores Operating Co.	Store No. 212 301 Hwy 20 Gordon, NE 69343		1/31/2019
5	SMT Littlefield Partners Limited 8235 Douglas, Suite 815 Dallas, TX 75225	Shopko Stores Operating Co.	Store No. 213 705 W. Marshall Howard Blvd. Littlefield, TX 79339		1/31/2019
6	CGP Canadian, Ltd. c/o Capital Growth Buchalter, Inc. 361 Summit Blvd. Suite 110 Birmingham, AL 35243	Shopko Stores Operating Co.	Store No. 577 308 S. 2nd St. Canadian, TX 76442		1/31/2019
7	<del>Mohave Valley, DG,</del> <del>LLC</del> <del>Springerville Plaza,</del> <del>LLC</del> 2944 N. 44th Street, Suite 250 Phoenix, AZ 85018	Shopko Stores Operating Co.	Store No. 59 <del>82</del> 207 South Mountain Ave. Springerville, AZ 85938		1/31/2019
8	Pamida Three, LLC/Paul Schwabe c/o Phoenix Investors 401 E. Kilbourn Ave, Suite 201 Milwaukee, WI 53202	Shopko Stores Operating Co.	Store No. 691 100 Texas Trail Drive Ogallala, NE 69153		1/31/2019

<sup>1</sup> The inclusion of a Lease on this list does not constitute an admission as to the executory or non-executory nature of the Lease, or as to the existence or validity of any claims held by the counterparty or counterparties to such Lease.